

Iowa Department of Transportation  
Office of Procurement & Distribution  
Contract

Contract #:5054

2008 CHEVROLET

This agreement is between the Iowa Department of Transportation,  
Operations & Finance Division, Ames, Iowa (hereinafter "Agency") and

PAT CLEMONS CHEV-BUICK  
of 1720 S. MARSHALL ST. BOONE, IA 50036 (hereinafter "Supplier").

1. In consideration of  
Sixty Two Thousand Two Hundred Sixty Three and 50/100  
dollars (\$62,263.50) payable as set forth in the specifications.  
Supplier hereby agrees to furnish machinery, equipment, materials  
and supplies, or to provide services, all as herein specified, to  
be furnished as provided in the notice and instructions to  
bidders, and in the plans and specifications for  
2008 CHEVROLET, PER  
SPEC. NO./PROJ. NO. PROPOSAL 4027,  
as let on OCTOBER 10, 2007 at the following  
agreed price(s) or rate(s):

Item	Quantity	Unit of Measure	Unit Price	Discount	Total
0001	3	EACH	20,754.5000	0.00	62,263.50
08 A04A: FULL SIZE EXTENDED LENGTH 2-PASS VAN CHEVROLET EXPRESS LT (CG33706-1LT) AS PER DOT PROPOSAL 4027, ITEM 4 FVN 5.1-DOT 3 EACH '74U' VICTORY RED WITH '93G' MEDIUM PEWTER INTERIOR VEHICLE TITLED WITH OWNER AS "STATE OF IOWA DOT"					

VEHICLE RECEIVING CENTER, AMES

2. The parties agree that the following documents shall be considered part of this contract:
  - a. Agency's notice and instruction to bidders dated OCTOBER 10, 2007;
  - b. Supplier's proposal, with attachments, if any;
  - c. "Standard Specifications for Highway and Bridge Construction", 1992 series, including special provisions;
  - d. Agency's general and detailed plans, if any; and
3. Supplier agrees to begin furnishing the specified machinery, equipment, materials, and supplies, or to begin providing specified services, or to begin both, as required herein, on or before DECEMBER 21, 2007 and will furnish all machinery, equipment, materials and supplies or provide all services, or both, on or before OCTOBER 30, 2008.
4. The parties agree that time is of the essence of this contract and that it contains all of the terms and conditions agreed upon by them.

5. The parties agree that Iowa law shall apply to this contract, and they consent to the jurisdiction of the courts of Iowa to adjudicate any controversy arising under this contract.
6. For good cause and as consideration for executing this contract, Supplier through its duly authorized agent, conveys, sells, assigns and transfers to the State of Iowa all rights, title, and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the State of Iowa to the extent such causes of action relate to and affect the price of the particular goods or services purchased or acquired hereunder by the State of Iowa through the Agency.
7. Supplier certifies that it is not in violation of Iowa Code section 314.2.  
314.2 Interest in contract prohibited. No state or county official or employee, elective or appointive shall be directly or indirectly interested in any contract for the construction, reconstruction, improvement or maintenance of any highway, bridge or culvert, or the furnishing of materials therefor. The letting of a contract in violation shall be a complete defense to any action to recover any consideration due or earned under the contract at the time of its termination.
8. Supplier certifies that it is an Equal Opportunity Employer and that it will, in performance of this contract, comply with all state and federal laws prohibiting discrimination.
9. By executing this Contract the Vendor certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Vendor also acknowledges that the Agency may declare the Contract void if the above certification is false. The Vendor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.
10. The parties agree that if Supplier fails to comply with the terms of this contract, Supplier shall pay Agency as liquidated damages and not as a penalty, the amount specified in the proposal instructions.
11. Additional terms:  

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Dated 12/31/07

Iowa Department of Transportation  
Operations & Finance Division  
Purchasing Director  
(Agency)

By 

PAT CLEMONS CHEV-BUICK  
(Supplier)

By 